



**THE SAN BRUNO POLICE BARGAINING UNIT
MEMORANDUM OF UNDERSTANDING (MOU)**

July 1, 2000 through June 30, 2004

The San Bruno Police Bargaining Unit, represented by the Professional and Vocational Employees Division of Teamsters Local 856, IBT, and representatives of the **City of San Bruno** have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the classifications set forth in Appendices "A" and "A-1" and have exchanged freely information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding, (MOU), is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding is a compilation of the previous Memorandum of Understanding with modifications as approved pursuant to Resolution 1987-25, Resolution 1990-11, Resolution 1990-26, Resolution 1995-37, Resolution 1998-5 and *Resolution 2001-20* for the period commencing July 1, 2000 and ending June 30, 2004 unless otherwise specified.

This Memorandum shall be presented by the Union to the employees to be covered hereby for ratification by said employees, and shall thereafter be presented to the City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing retroactive to July 1, 2000 (unless otherwise specified as to particular sections within) and ending June 30, 2004.

Section 1. Recognition

Union Recognition. Professional and Vocational Employees Division of Teamsters Local 856, IBT, hereinafter referred to as "Union", is recognized as the majority representative, as provided in the City's Employer-Employee Relations Resolution No. 1970-20, adopted March 23, 1970, for all employees assigned to the classifications set forth in Appendices "A" and "A-1", which is attached and made a part hereof.

Section 2. Union Security

Section 2.1 Agency Shop and Dues Deduction

(a) Any regular full-time or regular part-time employee who is covered by this Memorandum of Understanding shall become a member of the Union, or in the alternative, shall pay to the Union as an agency fee an amount of money equal to the customary initiation fee and months' dues. Such obligation shall not commence until after the employee has completed thirty-one (31) days of

employment, or thirty-one (31) days after the effective date of this provision, whichever occurs later. In addition, during the term of this Memorandum of Understanding the Union agrees to meet and confer with the City prior to implementing any increase in the customary initiation fee.

(b) Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall not be required to join or financially support the Union. Those employees may, in lieu of dues, initiation fees or agency fee, pay sums equal to such dues, initiation fees or agency fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code. Three charitable funds shall be mutually agreed upon through the meet-and-confer process between the City and the Union, if the need to designate such charitable funds arises.

(c) The agency shop provision shall not apply to management, confidential, or supervisory employees and shall not be a condition of employment. It shall be the obligation of the Union to enforce this provision of the MOU.

(d) The Union shall indemnify and hold the City harmless from any cost of liability resulting from any and all claims, demands, suits, or any other action arising from the operation of this provision or from the use of the monies remitted to the Union, including the costs of defending against any such actions or claims. The Union agrees to refund to the City any amounts paid to it in error.

(e) The City agrees to deduct on a *regular* basis the periodic membership dues and agency fees from the paycheck of each employee who voluntarily executes and delivers to the City a valid dues checkoff authorization form. Dues deduction shall be consistent with the pay schedule used by the City. Voluntary checkoff authorization for union dues/agency fees which were executed prior to the execution of this Memorandum shall remain in full force and effect.

1) Effective with the approval of this Memorandum of Understanding, the City Finance Director will accept a new dues deduction authorization form from employees in the representation unit covered by the Memorandum of Understanding. This form shall be as follows:

"I, the undersigned, voluntarily authorize by this writing the City of San Bruno to deduct from my wages and to transmit to TEAMSTER LOCAL NO 856 any and all sums of money certified by Local 856 to be payable

by me for membership dues or agency fees which are presently due and which shall become due from month to month uniformly imposed by said Local Union.”

“This authorization is to remain in effect for a period of twelve (12) months from the date of execution and shall be automatically renewed from year to year thereafter, unless I notify the above-named Union and Employer in writing within twenty (20) days prior to the annual renewal dates that such authorization be terminated.”

(f) The Union shall hold the City of San Bruno and its officers and employees, including but not limited to the City Finance Director, harmless for following the instructions contained in such dues deduction authorizations. The City shall deliver revocations of membership to the Union on a bi-weekly basis and include verification that receipt was registered mail.

(g) The City Finance Director shall accept authorization for dues deduction on a basis consistent with the City's pay schedule, currently on a bi-weekly basis.

(h) The City shall not be required to collect any special assessments or similar short-time changes in rate. Initiation fees will not be considered a special assessment.

Section 2.2 Communications with Employees

The Union shall be provided suitable space on bulletin boards at the work location for posting notices concerning official Union business, such information shall be in compliance with applicable City and departmental policies.

Section 2.3 Advance Notice

Except in cases of emergency as provided below in this subsection, the union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the appropriate management representatives prior to adoption. Proper advance notice shall consist of written notice to the designated business agent with a copy to the designated shop steward.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest possible date thereafter, the union shall be provided with the notice described in the preceding paragraph

and be given the opportunity to meet and confer with the appropriate management representatives. As used herein, "emergency" shall mean any situation in which proper management of the City requires immediate action, or in which immediate action is necessary for the preservation of life or property.

Section 2.4 List of Unit Employees

The City shall furnish the Union with the names, initial rate of pay, classifications, and dates of hire of employees newly assigned to the unit and employees leaving the unit. The City shall provide the Union with current rates of pay for all employees in the bargaining unit once per year.

Section 3. City Rights

(a) The City shall retain the full rights of management and the direction of its business and operations, except as expressly limited and set forth in writing in this MOU. Wherein a subject matter is covered by the MOU, the City will act in accordance with those sections.

(b) Nothing herein shall be construed to require the City to meet and confer on matters which are solely the function of management and which are not otherwise provided in this Memorandum of Understanding or letters of understanding executed by the parties in relation to the Memorandum of Understanding. The rights of the City through its Council and management include, but are not limited to, the following:

- (1) To exclusively determine the mission of its constituent departments, commissions, and boards;
- (2) To set standards of service of the various City departments;
- (3) To determine the procedures and standards of selection for employment;
- (4) To establish grooming standards;
- (5) To lay off its employees from duty because of lack of work and other legitimate reasons;
- (6) To maintain the efficiency of governmental operations;
- (7) To determine the methods, means, and personnel by which governmental operations are to be conducted;
- (8) To determine the content and intent of job classifications;

(9) To determine the methods of financing of departmental operations;

(10) To determine the style and/or types of City-issued wearing apparel, equipment, or terminology to be used;

(11) To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and allocate and assign work by which City operations are to be conducted;

(12) To determine and change the number of locations, relocating, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract or subcontract any work or operations of the City;

(13) To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish work schedules and assignments;

(14) To establish and modify productivity and performance standards for employees, and to require compliance therewith;

(15) To discharge, suspend, demote, reprimand, withhold salary increases, or otherwise discipline employees for cause;

(16) To take all necessary actions to carry out its mission in emergencies.

It is a major purpose of this section to maximize the flexibility of the City to conduct its day-to-day operations.

(c) Prior to modification of the following subjects, the City shall meet and confer with the Union:

(1) Minimum qualifications for classifications represented by the Union;

(2) The content and intent of job classifications; provided, however, that it is understood that job descriptions used to describe the various duties of a classification do not preclude employees from being assigned to work not listed as a specific duty of that classification;

(3) Licenses and certificates required for such classifications of employees;

- (4) Degrees of training required for such employees;
- (5) Grooming standards applicable to such employees;
- (6) Productivity and performance standards of such employees;
- (7) Styles and types of wearing apparel to be used on duty;
- (8) Size and composition of the work force of the Police Department;
- (9) Contracting or subcontracting of operations currently being performed by the Police Department.

The obligation of the City to meet and confer regarding the foregoing subjects shall not be construed to require that the City and the Union reach agreement prior to the implementation of the types of modifications described in this subsection.

(d) Nothing in this section shall be construed to excuse the City from the obligation to meet and confer with the Union regarding any subject or matter not set forth in this section where required to do so by statute.

(e) Neither the Union nor any employee within the bargaining unit shall contest through the grievance procedure the authority of the City under state or federal law to exercise the rights enumerated in subsection (b). Except as provided therein, the Union may use the courts to contest the exercise of such authority.

Section 4. No Discrimination

There shall be no discrimination by either Union or City on any basis prohibited by state or federal law or on account of any legitimate union activity.

Section 5. Union Representatives and Personnel Files

Section 5.1 Personnel Files

An employee, or on presentation of written authorization from the employee, an employee's representative, shall have specific access to the employee's personnel file upon request and reasonable convenience of Human Resources. Documentation in the personnel file relating to the investigation of a possible criminal offense, information obtained from the pre-

employment background investigation, and letters of reference may be specifically excluded from the inspection and review of the employee and/or the employee's representative.

Medical records and information which would be privileged under state law pursuant to the attorney-client privilege or the work product doctrine may also be excluded. Non-Privileged medical records involving workers' compensation, disability medical evaluation, and pre-hire medical reports shall be maintained in a separate employee medical file which is not included in the employee's personnel file. Personnel files may only be reviewed in the presence of a designated employee of Human Resources. The City will provide employees with copies of their personnel evaluations and warning letters, if any.

The City will provide employees with copies of performance evaluations, letters of recordation, letters of reprimand, if any, and such copies shall be provided to the Union with written authorization of the employee. For the purpose of this M.O.U., a Letter of Recordation is understood as a written record placed into an employee's personnel file intended to be either informative in nature or to document in a positive, rather than punitive, manner a notice to the employee for personal correction of action, which if continued could result in disciplinary action. In the event the employee feels such a record constitutes an adverse comment, the employee may, within thirty (30) days, file a written response. The Written response shall then be attached to and shall accompany the Letter of Recordation.

A Letter of Recordation shall include a statement in bold print that the Letter of Recordation is informative and not punitive.

Upon request the employee may at his/her expense copy these portions of his personnel file not specifically excluded from review by this section.

Section 5.2 Union Representative

(a) Union representatives may receive complaints or grievances of employees at the work location during work hours. They shall not interfere with the normal conduct of work or duties of the employees, as determined by the department head. The department head shall not unreasonably prevent the employee from meeting with union representatives regarding such complaints or grievances.

(b) Activities such as the soliciting of membership, collection of dues, holding membership meetings, campaigning for office, conducting elections, and distributing literature are strictly prohibited during working hours without the prior approval of the City Manager or his/her representative.

(c) In the event the City believes that the union representatives are abusing the provisions of this section, it shall contact the Union in writing to arrange a mutually acceptable time and place to investigate the City's complaint and to assure full compliance by the union representative.

(d) When any public safety officer is under investigation and subjected to interrogation by his/her commanding officer, or any other member of the police department, which could lead to punitive action, such interrogation shall be conducted in accordance with Section 3303 of the Government Code. The terms used in the preceding section shall be as defined in the Public Safety Officers Procedural Bill of Rights Act.

(e) The Union will provide the City with a list of authorized stewards annually.

(f) Upon written prior approval of the Police Chief, authorized union stewards may be afforded reasonable paid time off to attend professional development seminars, attend meetings with management, grievance hearings, and internal investigation interviews.

Section 6. Salary Plan

Section 6.I Salary Ranges

The following reflects the understanding as to adjustments, modifications and changes related to salary and/or benefits:

(a) During the term of this agreement, the City agrees to meet and confer with the Union should the salary range differential between the positions of police officer and police sergeant exceed 21.8%.

(b) Salary Adjustment

(1) Police Officer: 12.1% Salary Adjustment retroactive to first pay period beginning after November 1, 2000.

(2) Public Safety Dispatcher I/II: 14% Salary adjustment retroactive to first pay period beginning after November 1, 2000. The new Public Safety Dispatcher II level classification's salary shall be 10% above that of the Public Safety Dispatcher I classification.

(3) Police Clerk II (This current position will be re-titled to Police Clerk I): 6% salary adjustment, retroactive to first pay period beginning after November 1, 2000. The City agrees to develop a new Police Clerk II position with dispatch function capabilities and the pay range for this level shall

be 10% higher than the Police Clerk I classification. For classification, salary and compensation analysis comparisons, these two positions (Police Records Clerk I/II and Public Safety Dispatcher I/II) are distinct.

(4) Adjustments for first pay period beginning after 7/1/01:

Police Officer	2%
Public Safety Dispatcher I/II	4.5%
Police Clerk I/II	4.5%

(5) Market based salary adjustment for all unit positions effective the first pay period after July 1, 2002. The survey will include historical comparison agencies, as well as the BART Police Department and the San Mateo County Sheriff's Department. This salary survey shall be completed so that salaries can be adjusted effective the first pay period beginning after July 1, 2002. The City agrees that there shall be a minimum adjustment of 3% for all unit positions, actual market survey results between 3.1% and 6%, and the City and Union agree to re-open only on salary level should the results of the market survey exceed 6%.

(6) Adjustment for the first pay period beginning after 7/1/03: CPI based adjustment of between 3.0% and 6.0% with a guaranteed minimum of 3% per year. If the CPI is between 3.0% and 6.0%, the rate of adjustment would be the same as the actual CPI rate. If the CPI was below 3%, the rate of adjustment would be 3%. If the CPI rate is greater than 6.0% and 7.9%, the adjustment would be 6%. The City would agree to meet and confer with the Union on the issue of salary only should the CPI index exceed 8% (using historical CPI index, SF/SF "W")

Historical footnote: the comparative salary survey used the following eight cities: Burlingame, Daly City, Foster City, Redwood City, Millbrae, Pacifica, San Mateo and S. San Francisco.

(c) Calculation of actual salary shall be as follows:

(1) For the five step range, the range will be calculated by dividing each range step, beginning with top step, by the factor 1.0525.

(2) The City agrees to elimination of a nine step range and return to a 5 step salary plan by moving employees on the nine step plan to the five step plan on the date eligible for a merit salary step increase. The employee will be moved to a step on the 5 step salary plan that provides for at least a five percent (5%) salary adjustment at time of the employee's next merit step eligibility date.

(d) Salary ranges for represented classifications shall be as set forth in Appendices "A" and "A-1".

Section 6.2 Salary Plan Administration

Employees occupying a position set forth in Appendices "A" and "A-1" of this Memorandum of Understanding shall be paid a salary within the range established for that position's classification.

Section 6.3 Salary Plan Administration, Original Appointment

Except as herein otherwise provided, the salary for a new employee entering the competitive service shall be the minimum salary step for the classification to which the employee is appointed. However, when warranted by special circumstances, the City Manager may appoint a new employee at a salary step other than the minimum step of the respective classification. The City Manager's decision shall be final.

Section 6.4 Salary Plan Administration, Advancement within Salary Range

No salary advancement shall be made so as to exceed the maximum rate established in the pay plan for the class to which the advanced employee's position is allocated. Employees hired at the first step of the salary range shall be evaluated for salary advancement after the first six months of service and after additional one-year periods of service thereafter until the employee has reached the maximum rate established. Employees hired at other steps of the salary range shall be evaluated for salary advancement after the first year of service from the anniversary date and after additional one-year periods of service thereafter until the employee has reached the maximum rate established. Advancement within the salary range shall generally be made one step at a time. However, the City Manager may, when circumstances warrant, advance the salary of an employee more than one step at a time or prior to the initial six months of service. If the City Manager takes such action the anniversary date for salary revision purposes shall be one (1) year from the date of such action.

Advancements shall not be automatic, but shall depend upon increased service value of an employee to the City as exemplified by recommendations of his/her supervising official, length of service, performance record, special training undertaken, or other pertinent evidence.

Advancement to the next higher step within the range of the assigned classification shall be implemented only upon final approval by the City Manager.

Changes in an employee's salary because of promotion, demotion, or an early or delayed salary advancement will set a revised salary anniversary date for that employee.

Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in that classification.

Whenever the schedule of compensation for a classification is revised, each incumbent in a position to which the revised schedule applies shall be paid at the same step in the revised range as the step at which the employee was paid in the previous range.

If an employee takes a leave of absence, pursuant to Section 19.4, the time spent away from work shall not be counted toward the completion of the next step. If an employee takes a leave of absence with pay, the time spent away from work in excess of forty-five (45) consecutive calendar days shall not be counted toward the completion of the next step.

Section 6.5 Anniversary Date

(a) The anniversary date is the date from which time is calculated for purposes of salary step advancement, the ending of the probationary period, the advancement of vacation accrual dates, and the accrual of sick leave. This

date shall be the actual date an employee is hired. Future salary and benefit adjustments for vacation etc., would be made effective the beginning of the pay period in which the employee's anniversary date occurred.

(b) The actual date of appointment to a position shall govern seniority and eligibility to take a promotional examination and layoff.

Section. 6.6 Salary Plan Administration, Salary Step After Promotion or Demotion

(a) Promotion

When an employee is promoted from a position in one classification to a position in a higher classification, that employee shall be entitled to receive the rate of pay of the lowest step in the salary scale of the higher classification which provides at least 5% above the base salary of the employee, not including acting pay or educational incentive pay.

(b) Demotion

(1) General. When an employee is demoted, his/her compensation shall be adjusted to the salary prescribed for the classification to which s/he is demoted, and the specific rate of pay within the range shall be determined by the City Manager. Where the demotion is not for disciplinary purposes, the City Council may provide for a rate of pay higher than the maximum step of the salary schedule for such classification.

(2) Abolition of position. When an employee is demoted as a result of abolition of position, he shall be placed at the salary step in the lower classification which most closely approximates but does not exceed the employee's salary in the higher classification.

(3) Voluntary demotions; demotions resulting from probationary rejections. When an employee takes a voluntary demotion to a position previously held or is reappointed to such a position as the result of a probationary rejection, the employee shall be placed at the same step in the lower classification which the employee last held. The employee's service time at such step shall be the same as the service time held previously at such step.

(4) Disciplinary demotions. When an employee is demoted to a lower classification for disciplinary reasons, the specific rate of pay in the salary range of such classification to which the employee shall be entitled shall be determined by the City Manager.

Section 6.7 Salary Plan, Pay Periods

Employees shall be paid bi-weekly.

Section 7. Filling of Vacancies

Section 7.1 Minimum Age

The minimum age of all new employees in the classifications of Police Officer is twenty-one (21) years. The minimum age of all new employees in the classifications of Public Safety Dispatcher I/II, Police Clerk I/II, is eighteen (18) years. The City reserves the right to unilaterally change the age limits of department personnel after meeting and conferring with the union.

Section 7.2 Filling Vacancies

Except as otherwise provided in this Memorandum of Understanding, whenever the city manager determines that a vacancy in a class described in Appendices "A" and "A-1" of this Memorandum of Understanding is to be filled, it shall be filled from employment lists established as a result of competitive

examination. An exception to this rule is the City's use of the lateral and pre-trained transfer program. In making a determination not to fill a vacancy, safety of the personnel of the police department shall be a governing factor.

Section 7.3 Announcement

All examinations for classes set forth in Appendices "A" and "A-1" of this Memorandum of Understanding shall be published by posting announcements in the city hall, on official bulletin boards, and in such other places as the Personnel Officer deems advisable, including one newspaper of general circulation circulated in the city. Promotional examinations shall not be advertised by newspaper. Notice of promotional examinations need not be given to persons other than those eligible to take such examinations.

The announcements shall specify the following:

- (a) The title and salary range of the class;
- (b) The nature of the work to be performed;
- (c) Preparation desirable for the performance of the work of the class;
- (d) The dates, time, place, and manner of making applications; and
- (e) Other pertinent information.

Section 7.4 Application Form

Applications shall be made on forms provided by the Personnel Officer. Such forms may require information covering training, experience, or other pertinent information. All applications must be signed under penalty of perjury by the person applying.

Section 7.5 Disqualification from Open Competitive Examination

The City Manager as Personnel Officer, or City Manager's designee, may reject the application of any applicant for a position to be filled by open competitive examination if:

- (a) The application indicates on its face that the applicant does not possess the minimum qualifications required for the position;
- (b) The applicant would not meet the minimum age requirement at the time of appointment to the position classification.

(c) The applicant is not a citizen of the United States and is not a permanent resident alien who is eligible for and has applied for citizenship;

(d) The applicant would be unable to perform the essential job functions after reasonable accommodations have been made;

(e) The applicant has made a false statement of any material fact or has omitted any material fact or has practiced or attempted to practice any deception or fraud in the application.

Section 7.6 Permissive Rejection: Open Competitive Examination

The City Manager as Personnel Officer, or City Manager's designee, may reject any application for a position to be filled by open competitive examination if, in that person's or group's judgment, the number of applicants for the position is so great that it would be unmanageable to interview all applicants possessing the minimum qualifications. In such cases, the applicants selected for interview or further consideration may be limited to those who, in the judgment of the City Manager, or City Manager's designee, possess the qualifications that best fit the needs of the Police Department.

Section 7.7 Notice of Rejection

Whenever an application is rejected, notice of such rejection with a statement of reason may be mailed to the applicant by the City Manager or City Manager's designee.

Section 7.8 Defective Applications

Defective applications may be returned to the applicant with notice to amend the same, at the discretion of the Personnel Officer.

Section 8 Appointments

Section 8.1 Sources of Appointments to Fill Vacancies

(a) Whenever the City Manager determines that a vacancy in a class described in Appendices "A" and "A-1" of this Memorandum of Understanding is to be filled, it shall be filled by re-employment, transfer, demotion, or from eligibles certified by the Personnel Officer from an appropriate employment or promotional list, if available. The City's lateral and pre-trained transfer policy is another alternative to filling vacancies.

(b) Whenever the City Manager determines that a vacancy in a class described in Appendices "A" and "A-1" of this Memorandum of Understanding is to be filled, the City Manager shall determine the availability of employees for

re-employment, requests for transfers, or demotion, and of eligibles on employment or promotional lists for the class.

(c) The City Manager shall certify the eligibles available to fill the vacancy by re-employment, transfer or demotion, or from a promotional or employment list.

Section 8.2 Order of Certification

Whenever certification is to be made, the employment lists, if each exists, shall be used in the following order: re-employment list, promotional list, open-competitive list. Whenever there are fewer than three names on a promotional list or seven names on an open-competitive list, the City Manager may make an appointment from among such eligibles or may establish a new list.

Section 8.3 Appointment

After interview and investigation, the City Manager shall make appointments from among those certified in accordance with Section 10.2. The City Manager shall thereupon notify the person appointed. If the applicant accepts the appointment and presents himself/herself for duty within such period of time as the City Manager shall prescribe, s/he shall be deemed to be appointed; otherwise, s/he shall be deemed to have declined the appointment.

Section 8.4 Nepotism

(a) No person shall be appointed to any position described in Appendices "A" and "A-1" if a member of the immediate family, as defined in Section 8.4, of such person is employed in the department, if the City Manager determines that (1)(a) for business reasons of supervision, safety or security, it would be inappropriate to place one such person under the direct supervision of the other; and (b) the appointment cannot be made so it would not be necessary that one employee be under the supervision of the other; or (2) the placement of both persons in the department involves potential conflicts of interest greater for persons so related than for non-related persons, and such conflicts cannot be resolved by control of duty assignments.

(b) If such appointment is made, the employees involved shall be assigned, if possible, so that one is not under the direct supervision of the other, or employed to work in conjunction with the other under ordinary circumstances.

(c) If, due to marriage, persons employed in the Police Department become members of an immediate family, the Police Chief shall, to the extent possible, assign such persons to duties in such manner that neither is under the

direct supervision of the other, and neither is assigned to work in conjunction with the other under ordinary circumstances.

(d) For purposes of this section, “direct supervision” is not designed to include employees who overlap on a work day, and is defined as having the primary supervisory assignment of the employee, including the preparation of the employee’s performance evaluation.

(e) For purposes of this section, “immediate family” includes father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, mother of domestic partner, father-in-law, father of domestic partner, grandparent, grandparent of domestic partner, grandchildren, grandchildren of domestic partner, great grandparents, great grandparents of domestic partner, great-grandchildren of domestic partner, step-children, and step-children of domestic partner.

Section 9. Probationary Period

Section 9.1 Length of Probationary Period

All regular appointments to the classification of police officer shall be tentative and subject to a probationary period of eighteen (18) months from the anniversary date of probationary appointment. All regular appointments to other classifications set forth in Appendices “A” and “A-1” of this Memorandum of Understanding shall be tentative and subject to a probationary period of one year from the anniversary date of probationary appointment.

Due to the extended sensitivity of safety related positions and additional training efforts required for the positions of Public Safety Dispatcher I/II and Police Clerk I/II: a 12 month probationary period after completion of a reasonable and designated training period. The designated training period shall be identified by the City/department head in the offer letter provided to new employees when they accept employment with the City. A reasonable training period shall not exceed six (6) months.

Section 9.2 Objective of Probationary Period

The probationary period shall be regarded as a part of the testing process and shall be utilized for close observation of the employee’s work.

Section 9.3 Appointment or Rejection of Probationer

(a) During the probationary period an employee may be rejected at any time by the City Manager without cause, without hearing, and without the right of appeal.

(b) Prior to the scheduled termination of the probationary period, the City Manager shall notify the probationer in writing as to whether the service of the probationer has been satisfactory and his/her retention in City employment is desired. If the City Manager notifies the probationer that the performance of the latter has been satisfactory, the City Manager shall appoint the probationer to his/her position on a regular basis, effective upon the completion of the probationary period. If the City Manager notifies the probationer that the performance of the latter has not been satisfactory, the employment of the employee shall be terminated upon such notice, or the City Manager may extend the probationary period for a specific period of time to allow for further observation and evaluation. If the probationary period is extended, the salary step increase for the employee shall be deferred for the period of time of the extension.

(c) Whenever the City Manager rejects a probationer, the written notice of rejection shall advise the probationer as follows:

(1) That if the probationer believes s/he has been rejected because of allegations of misconduct which have been publicly disclosed under such circumstances that the good name, reputation, honor, or integrity of the probationer has been stigmatized, the probationer has the right to a hearing to provide him/her an opportunity to clear his/her name; and

(2) That if the probationer believes s/he has been rejected on account of race, color, ancestry, national origin, religion, sex, marital status, physical handicap, participation in the activities of a labor organization, or the exercise of any right guaranteed to the probationer by statute or constitution, the probationer is entitled to a hearing to determine whether such rejection was, in fact, effectuated upon such invalid basis.

The notice shall advise the probationer that the latter may request such hearing by transmitting to the City Manager in writing not later than 15 days from the date of the notice a request for a hearing. Such request shall specify the grounds upon which the hearing is requested, as set forth in paragraphs (1) and (2) of this subsection. If the probationer does not request a hearing in the manner prescribed by this section within the period allowed, the probationer shall be deemed to have waived his/her right to such hearing.

(d) The City Manager shall conduct hearings requested pursuant to this section. If the hearing has been requested pursuant to subsection (2), the probationer shall have the burden of proof that the rejection was effected upon an invalid basis. At the conclusion of such hearing, the City Manager may sustain the rejection, reinstate the probationer to probationary status if the probationary period has been completed, or reinstate the probationer to probationary status and extend the probationary period if otherwise permissible, if justified by the evidence presented at the hearing.

(e) If, prior to the hearing, the employee presents to the City Manager a written request that the City Manager disqualify himself/herself from conducting the hearing, the City Manager shall assign a designee having no supervisory control over the employee to conduct the hearing. At the conclusion of the hearing, the hearing officer shall recommend to the City Manager the disciplinary action to be taken, if any, and the City Manager shall make a determination and promptly notify the employee in writing of such decision.

Section 9.4 Promotional Probation

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position and salary step from which the employee was promoted; provided that this subsection shall not be construed so as to prohibit the City from discharging any employee during a subsequent promotional probationary period for those reasons and causes set forth in Section 24 of this Memorandum of Understanding. The City will evaluate employees who are serving a promotional probation period at least every two months.

Section 9.5 Rejection Following Promotion

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position and salary step from which s/he was promoted.

Section 9.6 Extension

The probationary period may be extended upon the written recommendation of the employee's department head and the approval of the city manager for one or more extension, each not to exceed six months duration. The Union will be notified in writing of extensions of probationary periods.

Section 10. Promotion, Employment Lists

Section 10.1 Promotion

The City will endeavor to fill vacancies by promotion when in the best interest of the City. In the event the City Manager determines to fill a vacancy by promotion, Human Resources shall prepare and administer an examination for those employees holding similar positions in lower classifications. The names of the successful candidates shall be recorded in the order of their

standing in the examination of an employment list. Promotional appointments will be made from the first three candidates on the employment list.

If, in the opinion of the City Manager, a vacancy in the position could be filled better by an open, competitive examination instead of a closed, promotional examination, the City Manager may call for applications for the vacancy and arrange for an open, competitive examination, and for the preparation and certification of an eligible list.

Section 10.2 Employment Lists

Employment lists shall become effective upon the approval thereof by the Personnel Officer. Employment lists shall remain in effect for one year, unless sooner exhausted, and may be extended prior to their expiration dates by action of the Personnel Officer for additional six-month periods, but in no event shall an employment list remain in effect for more than two years.

Original appointments can only be made from the top eight candidates on the employment list who are ready willing to accept the position offered.

The name of any person on an employment list may be removed by the City Manager if the eligible person requests such removal in writing, if the candidate fails to respond to a written offer of employment within five business days next succeeding the mailing of notice, which shall be by registered or certified mail, if a subsequent report of a background investigation shows that the person is unsatisfactory, or if the employee has been rejected for appointment three times.

If a candidate refuses to be considered for appointment or for interview, the City Manager may, remove the name of the candidate from the employment list.

The names of persons on promotional employment lists who resign from the service may be dropped from such lists.

Section 11. Layoff and Re-employment

Section 11.1 Layoff

Whenever, in the judgment of the City Council, it becomes necessary to abolish positions, the City Council may abolish any position including those set forth in Appendices "A" and "A-1" of this Memorandum of Understanding, and the employee holding such position or employment may be laid off without the right of appeal. The City Manager may likewise lay off regular employees due to lack of work or funds.

In reduction in force, employees with the least length of service shall be laid off first.

Section 11.2 Re-employment after Layoff

In rehiring, the name of the employee last laid off within two years shall be placed at the head of an employment list for a position in the classification formerly held, and the employee shall be given preference in filling vacancies in that classification, and, if re-employed, shall be placed at the same step of the salary range previously held.

Section 12. Resignation and Reinstatement

Section 12.1 Resignation

An employee wishing to leave the competitive service in good standing shall file with the department head, at least two weeks before leaving the service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the City Manager with a statement by the department head or supervising official as to the resigned employee's service performance and other pertinent information concerning the cause of resignation. Failure to comply with this rule shall be entered on the service record of the employee and may be cause for denying future employment by the City.

Section 12.2 Reinstatement

A regular employee who has resigned in good standing may be reinstated to a vacant position of the same classification as the previous position within a period of two years from the effective date of resignation. Reinstatement shall be made at the salary step recommended by the department head and approved by the City Manager.

Section 13. Demotion

Demotion is the movement of an employee from one class to another class having a lower maximum rate of pay. The City Manager may demote an employee in any class of employment upon probationary rejection, for disciplinary purposes, as a substitute for layoff where authorized by this Memorandum of Understanding, or where the employee volunteers to be demoted. No employee shall be demoted to a position for which s/he does not possess the minimum qualifications. Three days written notice of the demotion shall be given to the employee before the effective date of the demotion.

Section 14. Call Back Pay

Pay for employees who are called back to work from home shall commence when the employee reports for work at Police Department headquarters and shall terminate when the employee is released from work at headquarters.

Compensation for call back shall be earned at a minimum of three (3) hours and shall be compensated either in pay or compensatory time at the rate of one and one-half times the regular straight-time rate of pay of the employee.

If an employee is called to begin work at an earlier time other than his/her regularly scheduled shift, the following shall apply:

(a) If the employee desires to be relieved from duty, they may do so only with the approval of the on-duty supervisor, subject to the staffing needs of the department. The employee shall have the option of using accumulated leave in lieu of completing his/her regularly scheduled shift; in such case the portion of work performed prior to his/her regularly scheduled shift shall be deemed to be overtime.

(b) If the employee leaves work during his/her regularly scheduled shift due to sickness or disability s/he may use sick leave for the remainder of his/her regularly scheduled shift.

Section 15. Overtime

(a) Overtime is defined as the compensating of a full-time employee, either in compensatory time or pay, for authorized time actually worked in excess of 40 hours per week or in excess of the regularly scheduled work hours per day. Overtime is calculated as being one and a half times employees regular hourly rate, unless otherwise specifically identified in the MOU. The employee shall have sole discretion in determining whether overtime is received in pay or compensatory time subject to the accrual maximum outlined in the "Compensatory Time Leave Bank" referenced in (a) (1) below.

(1) A "Compensatory Time Leave Bank" is established with a maximum accrual balance of eighty (80) hours. Time in excess of the accrual maximum would automatically be paid as over-time and not allowed to build up in excess of the maximum level.

(2) Employees may convert holiday time as it occurs to compensatory time leave in lieu of pay, but in no case exceed a total of eighty (80) hours.

(b) Time worked during the first one-quarter hour of excess time worked will not be compensated; however, time worked in excess of one-quarter hour through one-half hour will be granted at a minimum of one-half hour. When the time worked is in excess of one-half hour, overtime shall be computed for the total actual time worked and calculated to the nearest one-quarter hour.

Section 16. Holidays

(a) The City provides 116 hours of holiday pay. The following are designated as holidays:

1. New Year's Day
2. Martin Luther King, Jr.
3. Lincoln's Birthday
4. Presidents Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Admission Day
9. Veterans Day
10. Thanksgiving Day
11. Day after Thanksgiving Day
12. Day before Christmas Day
13. Christmas Day
14. Employee's Birthday
15. Good Friday (4 hours)

(b) Unless a Holiday is taken as time off on the day it is observed, employees in this bargaining unit will be paid for the Holiday in the pay period which such Holiday occurs at a straight time rate unless otherwise provided for in this MOU. All Holidays listed in paragraph "a" are eight (8) hour holidays except for Good Friday which is observed at four (4) hours.

(c) Employees who perform work on Independence Day, Thanksgiving, Christmas, and New Year's Day shall earn holiday pay at the rate of one and one-half (1-1/2) times the hours worked. As used in this section, the term "perform work" means the scheduling date of the holiday, regardless if the working hours extend to the following date. For example, an employee assigned to work the day prior would not be entitled to the overlap hour(s) that extend into the particular holiday.

Section 17. Vacation Leave

(a) Vacation accrual and maximum accumulation for employees of this bargaining unit shall be as follows:

Years of Service	Hours of Bi-Weekly Accrual	Hours of Monthly Accrual	Maximum Accumulation
1-5t	3.078	6.67	280
6-10	4.615	10.00	280
11	4.925	10.67	280
12	5.178	11.22	280
13	5.538	12.00	280
14	5.848	12.67	280
15	6.152	13.33	280
16-20	6.457	13.99	280
20-24	6.771	14.67	280
25+	7.08	15.34	280

Employees of this bargaining unit shall receive notice of their bi-weekly accrual upon completion of each pay period.

With written permission from the City Manager, employees in this bargaining unit may accumulate 40 hours more than the maximum annual accumulation stated above.

Employees who terminate employment shall be paid in a lump sum for all unused vacation leave in accordance with the provisions of this section upon or prior to the date of termination.

(b) No additional vacation leave credit will be earned should an employee exceed their maximum accrual hours set forth above. Employees will be provided an opportunity to request consideration to exceed this level if they have documented plans for use of vacation leave with a reasonable time period subject to approval by the City Manager or upon recommendation of the Chief of Police if the department is not able to allow an employee to use vacation leave time.

Employees with current balances in excess of their maximum accrual hours set forth above will have all hours above the accrual limit moved to a separate account. Employees will have six months to develop a plan acceptable to the City for reducing that accumulated leave time. No additional hours will be earned on the employees regular vacation leave balance unless that regular leave balance account is under their maximum accrual hours set forth above.

Section 18. Leaves of Absence

Section 18.1 Sick Leave

(a) Purpose. Sick leave shall not be considered a privilege which an employee may use at their discretion, but shall be allowed in case of necessity and actual sickness or disability, except as provided in Section 18.1, paragraphs (b)(4) and (b)(5). In addition, sick leave may be used by an employee, subject to the limiting conditions outlined in Section 18.2, Bereavement Leave, upon the death of an aunt, uncle, nephew, niece, great-grandchild or great-grandparent.

(b) Rate and conditions of accrual and utilization of sick leave.

(1) For full-time employees, sick leave shall be accrued at the rate of eight (8) hours for each calendar month of service.

(2) There shall be no limitation on the amount of sick leave the employees of this bargaining unit may accumulate.

(3) Sick leave, vacation leave, holiday leave and seniority shall not accrue when the employee is on leave without pay.

(4) In the event sick leave is taken by an employee instead of a leave of absence for industrial disability granted by state law where there is a bona fide dispute between the City and the employee as to whether the disability is industrial, and such dispute is resolved in favor of the employee, any sick leave which was erroneously deducted from the employee's accumulated sick leave shall be restored to the employee.

(5) The procedure for use of sick leave for employees in this bargaining unit shall be governed by San Bruno Police Department General Order No. 77-5I, Appendix 2, Section 2.38 as amended.

(6) Availability for notification. An employee who is absent on sick leave is expected to be available to answer telephone calls and receive visits by or from a supervisor in relation to the illness, injury, or disability, or work-related matters. No employee shall unreasonably refuse to answer a telephone call or receive a visit from a supervisory employee for such purpose.

(7) Suspension of sick leave. When, in the sole opinion of the City Council, a job action exists, it shall have the authority to suspend the use of sick leave benefits for the duration of the job action, retroactive to the beginning of such job action. As used herein, "job action" includes, but is not limited to, any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment, or to perform customary duties due to any labor dispute, or any concerted refusal to appear at any assigned work station because of claimed or asserted sicknesses or disabilities.

(8) Medical certificate. When an employee returns after an absence on sick leave in excess of one work day, the department head may require him/her to submit a certificate signed by a licensed physician indicating the nature of the illness, injury or disability.

(9) If the employee has previously been counseled or warned in writing by a supervisor regarding abuse of sick leave, such certificate may be required by the department head after absence on sick leave for any amount of time. The City agrees to pay for the cost of obtaining such certificate to the extent that the employee's health insurance coverage does not do so.

(10) Prescription Medication Notice. When an employee has been absent on sick leave, upon his/her return s/he shall advise supervisor of any prescription medication the employee is taking which may affect their ability to perform their job duties and any treating doctor if applicable.

(11) Termination of employment. Upon termination of employment with the City as a result of retirement, death, or abolition of position, the following amount of unused sick leave shall be paid on termination of employment.

(a) Employees who have completed twenty (20) or more years of City service as a full-time employee: fifty percent (50%) of unused sick leave, or six hundred (600) hours, whichever is less.

(b) Other employees: Fifty percent (50%) of unused sick leave, or four hundred eighty (480) hours, whichever is less.

(12) Sick leave on holidays. If an employee in the bargaining unit is on sick leave during a holiday, that day shall be treated as sick leave taken.

(13) Family Sick Leave. Sick leave may be applied to whenever an employee is compelled to be absent from duty because the employee's presence is needed to attend to the critical illness of a member of

that employee's immediate family, as defined in Section 8.4, provided that such absence shall be limited to 50% of their annual accrual with the same provisions as other sick leave.

(14) Conversion of Vacation Leave to Sick Leave. The City may have the option of allowing vacation or comp time leave to be changed to sick leave when (and if) the employee was actually sick during use of this time off. The City shall review the merits of each situation on a case-by-case basis and require documentation substantiating that the employee requesting such leave time change was actually ill or injured and required treatment. The intent of this language is to allow for an employee who scheduled time off but was actually ill to have that time converted to sick leave. The intent is not to allow someone who is suffering from travel related associated stomach upset, jet lag or similar affliction to convert vacation time to sick leave. Documentation (doctor's statement or personal affidavit) of the need for treatment is a necessary element for approval of such conversion."

Section 18.2 Bereavement Leave

In the event of a death in the immediate family of an employee, as defined in Section 8.4, the employee shall, upon written request be granted such time off as is necessary to make arrangements for the funeral and attend same, not to exceed three regularly scheduled working days. This provision shall not apply if the death occurs while the employee is on leave of any kind other than vacation or compensatory time off. Only in the event that the funeral takes place at a location more than 150 miles away from the City of San Bruno, reasonable time off for travel will be allowed not to exceed one regularly scheduled working day.

At the request of the City, the employee shall furnish a death certificate and proof of relationship.

Bereavement leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for any other purpose such as settling the estate of the deceased.

Section 18.3 Leave of Absence

The City Manager may grant a regular employee a leave of absence without pay or benefits not to exceed one year. Requests for such leave shall be in writing and approved by the City Manager in writing. The City Manager may terminate such leave of absence upon notice to return to duty prior to scheduled expiration of the leave if s/he determines that the circumstances justifying the leave do not exist, or if the needs of the City justify termination of the leave. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be

reinstated in the position held at the time leave was granted. Reasonable time” shall be defined as ten (10)) days unless an extension or need for an extension is identified and approved by the City Manager. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

An employee who has requested a leave of absence for medical reasons may be required to complete a fitness for duty evaluation to determine that the employee is capable of performing the duties of the job. The employee shall submit a medical certificate which indicates the employee’s personal or treating physician is releasing them to return to duty. Any limitations or exceptions must be included in the medical certification. The City of San Bruno reserves the right, at its expense, to send the employee to a physician of its choice for further evaluation. The final determination as to whether the employee is fit for duty shall be made by the City Manager or designee.

Section 18.4.1 Jury Duty Leave

(a) Any employee who is called and required to serve as a trial juror shall be entitled to absent himself/herself from his/her duties during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between his/her full salary and any payment received by him/her, except travel pay, for such duty. The employee shall notify the department when noticed to serve as a trial juror of the time and place of such duty.

(b) When, in the opinion of the Chief of Police, an employee’s absence from duty would pose an undue burden or hardship upon the efficient operation of the department, the Chief of Police may request relief from the appropriate agency for the employee serving as a juror.

(c) Where an employee is required to serve as a juror during his/her scheduled work shift, if s/he is relieved of his/her required presence as a juror prior to the end of such shift, s/he shall report to work and complete the shift.

Section 18.4.2 Leave for Court Appearances

(a) An employee who has been subpoenaed as a witness in his/her official capacity shall be paid:

(1) His/her regular salary if s/he is required to appear as a witness while scheduled to be on duty, or

(2) One and one-half (1 1/2) times his/her regular salary if the employee is required to appear as a witness while scheduled to be off duty.

(3) On a scheduled work day compensation shall be earned at a minimum of four (4) hours at time and one-half, except when the beginning of the court appearance is scheduled within the two hour period immediately prior to duty. In such case, the employee shall receive two hours compensation at time and one-half.

Officers who complete their shift immediately prior to when they are scheduled to appear in court shall be entitled to the four hour minimum. For example, officers who are regularly scheduled to complete their shift at 0700 hours, who actually work in the morning prior to the court appearance and who appear in court prior to 1000 hours shall receive the four hour minimum. Supervisory personnel may require officers to remain on duty, but shall allow reasonable and sufficient time with pay for the officers to go home if necessary to have breakfast and prepare themselves for the appearance. If the court appearance continues after 1000 hours, all hours, or portions thereof pursuant to Section 16(b) worked after that time shall be at the overtime rate, paid in addition to the four hour minimum.

(4) On a non-scheduled work day, compensation shall be earned at a minimum of four (4) hours at time and one-half.

(b) An employee who has been subpoenaed as a witness in his/her private capacity shall not be paid for the time s/he is not on duty, but may use compensatory time, vacation time, holiday time, or shift exchange.

(c) Employees on a scheduled work shift who testify as a witness, shall report to work and complete their scheduled shift upon being released from testifying.

(d) On a non-scheduled work day the City shall not pay for an employee's lunch period during Northern Judicial District court appearance; the lunch period is hereby defined to be one-half hour in length. This restriction shall not apply in the case of the four (4) hour minimum as defined above.

In regards to changes in shift assignments made necessary by court appearances, the City reserves the right to alter shift assignments when the officer is given 48 hours prior notice to the start of his/her assigned shift. If an officer is not given 48 hours notice s/he shall have the option to work his/her regularly assigned shift up to a maximum of 15 consecutive hours. The City reserves the right to require an officer to work longer than the 15-hour maximum if the needs of the department so require.

If a person who is scheduled to work swing shift is required to appear in court during hours s/he is scheduled to be off duty and s/he has not been notified to shift adjustment within the above 48-hour period, the following rules shall apply:

(1) If the court appearance ends before noon, the employee shall next report to work for his/her regular scheduled shift and shall be entitled to overtime compensation otherwise due him/her in accordance with the provisions of this section.

(2) If the court appearance ends after noon, employee may, at his/her option, report to police headquarters and continue working until s/he has completed 10 hours of work for that day. S/he shall then be off duty until his/her next scheduled shift the following day. S/he shall not be entitled to overtime compensation under these circumstances. The employee shall advise their supervisor as to whether the employee will elect to continue working on shift or not.

(3) If the court appearance ends after noon, the employee may, upon the approval of the on-duty supervisor, continue to work until s/he has completed 15 hours work for that day. S/he shall be entitled to five (5) hours overtime compensation.

(e) The City reserves the right to require employees to work in excess of 15 hours in a day if the department head determines that this is necessary to meet the operational needs of the department.

Section 18.5 Military Leave

“Military leave shall be provided for in accordance with state and federal law. Any organizational requirements should be contained in either the departmental or city administrative directive as developed by the City Manager.”

Section 18.6 Pregnancy Condition

“Pregnancy itself is by definition a medical condition. As such, an employee who is pregnant and under medical treatment for such condition or related situation, has the option to utilize several different leave benefit programs. In addition, there are provisions in California State and federal law which make leave without pay available to parents as a result of the birth or adoption of a child. As such, a combination of leave options are available for an employee to use as best fits their individual needs including those listed below. An employee should consult the appropriate MOU sections and/or city administrative directive which governs those benefits or programs for applicability:

(a) Sick leave as provided for by the City for employee use when medically required. Doctor's certification required.

(b) Vacation leave when used in accordance with existing use provisions.

(c) Compensatory Time Off or administrative leave available to the employee in accordance with existing use provisions.

(d) In addition, the City shall provide leave time and/or benefits in accordance with the provisions of current and/or future California State law and federal law governing the birth or adoption of a child, parental leave rights and/or an individual employee's medical condition. The details and procedures outlining the City's compliance with these state and federal policies shall be outlined in city administrative directive as developed by the City Manager.

As an illustration, the maximum possible combined leave entitlement for both pregnancy disability leave (under FMLA and Government Code Section 12945, subdivision (b) (2)) and CFRA leave for reason of the birth of a child is four months or 12 workweeks. This assumes that the employee is medically disabled by pregnancy, childbirth or related medical conditions for four (4) months and then requests, and is eligible for, a 12 workweek CFRA leave for reason of the birth of her child)".

Section 18.7 Industrial Disability Leave

(a) Sworn personnel. Industrial disability leave for Police Officers shall be governed by Section 4850 of the Labor Code as presently constituted or subsequently amended.

(b) Non-sworn Personnel. Any regular employee of the City who has suffered any disability arising out of and in the course of employment, as defined by the workers' compensation laws of the State of California, may be entitled to disability leave while disabled without loss of compensation for the period of such disability to a maximum of 60 days. Such disability with pay may be extended by the City Manager not to exceed one year. The City Manager may call for medical examinations as frequently as would be reasonably necessary, given the nature and extent of the injury and the degree of change of condition within a given period of time, but shall not schedule examinations so frequently as to constitute harassment of the employee. The City may terminate industrial disability leave if a disability retirement is initiated.

Section 18.8 State Disability Insurance as an Employee Paid Benefit

(a) To the extent permitted by the State of California, the City agrees, as a 'fully employee paid' benefit and handled as an authorized employee

payroll deduction, to enroll qualified employees subject to this Memorandum of Understanding into the State Disability Insurance (SDI) program.

(b) The City shall facilitate coordination of benefits with regard to the use of authorized sick leave accruals used by an employee during such period(s) of time when such employee is drawing SDI insurance benefits relating to paragraph (a).

(c) In no event shall an employee, during absence from work for an illness or disability where SDI benefits are paid, earn an amount of compensation greater than the straight-time wages regularly payable if the employee had actually worked.

Section 18.9 Catastrophic Leave

The City shall provide for a Catastrophic Leave Program as outlined in city administrative directive as developed by the City Manager. The City agrees to meet and confer with the Union as to any changes in this administrative procedure.

Section 18.10 Provision of Long-Term Disability Insurance

The City agrees to include personnel in this bargaining unit in a City-wide Long-Term Disability (LTD) insurance program at the City's expense. This benefit stated in Fiscal Year 1997-98.

Section 19. Health and Welfare

Section 19.1 Medical Insurance

(a) The City presently makes a monthly contribution to the Teamsters Local 856 Health and Welfare Trust of \$577.90 per month on a composite rate for each eligible employee for the actual costs incurred by the Fund to provide and maintain the existing level of health and welfare coverage, including provision for domestic partner coverage.

(b) The City agrees to provide for subsequent future annual adjustments to the contribution for health and welfare benefits of:

(1) Up to \$616.00 per month with documentation required, effective November 1, 2001

(2) Up to 4% adjustments effective November 1, 2002 and 2003, with an understanding that the rate structure would be comprehensively reviewed for all City bargaining units for November 1, 2004.

(c) In the event the agreed upon maximum contribution rates are not required by the Fund to cover its actual costs incurred, the City agrees that any carry over may be applied to subsequent year(s) Health and Welfare contributions during the life of this contract. Should the monthly contribution rate requested by the Fund exceed the four percent (4%) level and any applicable carry over amount, the City agrees to meet and confer with the Union regarding the amount of contribution. The City shall consider all relevant plan experience when reviewing requested rate increases by the Fund for the year(s) 2001, 2002, and 2003 adjustments. Supporting documentation relevant to the costs incurred by the Fund as it relates to provision of benefits for eligible employees shall be provided prior to the obligation to meet and confer on this issue.

(d) Health and Welfare contribution adjustments after March 1, 1998 will be made annually as of the first of November for each respective year 2000, 2001, 2002, and 2003 respectively. The Union shall submit a request for contributions up to the maximum allowable amount by October 1 annually of each year. Such request shall be supported by evidence of Trust Fund documentation reflecting actual increased costs. No other adjustments shall be permitted during the term of MOU.

(e) It is agreed that the above identified amounts are maximum amounts which may be exceeded only by any carryover amount from prior year's premium not needed.

(f) An eligible employee with respect to whom monthly contributions are required shall mean any employee on the payroll on the first day of any calendar month who has been on the payroll of the City eighty (80) hours or more during the preceding calendar month. Said contribution shall institute full compliance with and full performance of all obligations of the City to provide health and welfare benefits for its employees.

(g) During the term of this MOU the parties herein reserve the right to request the other party to meet and confer on the subject of this section for the purpose of reviewing and considering a competitive proposal from the requesting party for the obtaining of equal or comparable health and welfare benefits for covered employees at no additional or less cost to the City.

(h) The City agrees to discuss with Union the development of a trust fund or annuity with a third party provider such as PEBSCO or other vendor to allow employees to use sick leave payoff at retirement as a vehicle to provide for contributions for retiree medical coverage as a side issue outside these negotiations

Section 19.2 Flexible Benefits Program

The City reserves the right to implement an IRS Section 125 Flexible Spending Accounts program, or similar program, during the term of this agreement.

Section 20. Life Insurance

(a) The City shall provide, at its expense, a term life insurance group policy for Teamster Local 856 members covered under this agreement, in an amount equal to the employee's annual base salary as stated in Appendices "A" and "A-1" of this Memorandum of Understanding. Income tax consequences, in conformance with IRS regulations, will be the responsibility of the employee. All employees earning under \$35,000, will have a life insurance benefit of \$35,000.

(b) Said employees shall be entitled to purchase, at their own expense, additional term life insurance to the extent permitted by the policy carrier under such terms and conditions as are customarily imposed by such carrier in its normal course of business.

Section 21. Retirement and Retirement Related Benefits (Revised 2/98)

Section 21.1 PERS Membership

(a) Employees in the classification of Police Officer shall continue to be covered by the PERS two percent (2%) at age fifty (50) retirement benefit option.

(b) Employees in other classifications set forth in Exhibit "A" shall continue to be covered by PERS Miscellaneous 2% @ 55.

(c) The City agrees to offer the 3% @ 50 PERS option in the second year of a four year agreement with the understanding that the City's cost exposure is neutral and therefore the City agrees to pay up to 11.254% of the agency's contribution rate for this program. This commitment is made with the understanding that the Union and City shall meet and confer as to the allocation of any employee cost in excess of the 11.254% paid by the City. Cost allocation could be, but is not limited to, employee payroll deduction, salary deferral, or other such options agreed upon at that time.

It should be noted that concurrence with other bargaining units including Public Safety Mid-Management Employee Association and Fire Unit are necessary to implement this change. The City is not agreeable to a separate Police and Fire PERS retirement plans.

(d) The retirement contract in effect on December 1, 1984, between the City of San Bruno and the Public Employees Retirement System (PERS) on behalf of eligible employees of this unit shall be continued during the term of this Memorandum of Understanding. Final compensation for purposes of calculating retirement benefits shall be based upon the "highest year" method under the Public Employees Retirement System (PERS).

(e) Should increased PERS benefits become available for non-sworn personnel, Union and City agree to meet and confer as to possible provision of increased level of benefits.

Section 21.2 Deferred Compensation

Consistent with the provisions of Resolution No. 1984-48 Authorizing and Approving a Deferred Compensation Plan for Participating Employees and Replacement of Resolution No. 1983-42, the City shall permit employees of the bargaining unit, to the extent permitted by law, to voluntarily participate in one of the City's designated deferred compensation programs.

a) The City agrees to make available at least two (2) different deferred compensation providers at the City's discretion. No mandatory City contributions to such plans or administrative expense shall be required of the City. Costs charged to an employee's individual deferred compensation account by the plan provider shall not be deemed to be an administrative cost of the City.

b) The City agrees to meet and confer with the union, at their request, should the Internal Revenue Code be amended so as to adversely impact the intended purpose of the of the adopted deferred compensation program. However, it is understood that the City must adhere to all Internal Revenue Code provisions and regulations applicable to a deferred compensation program.

(c) The City shall continue to offer the Security First, Aetna, and ICMA deferred compensation plans. No mandatory City contributions to such plans or administrative expense shall be required of the City in addition to the contributions made or administrative expense incurred by the City as of February 28, 1985. Costs charged to an employee's individual deferred compensation account by the carrier shall not be deemed to be an administrative cost of the City.

Section 21.3 1959 Survivor's Benefits and Long Term Disability

The City shall continue in effect as an employer paid employee benefit the current PERS retirement plan option relating to 1959 Survivor's Benefits [Level

II and then changed to Level IV as outlined below] and the Long-Term Disability program described in Resolution No. 1980-85 Adopting and Approving a Long-Term Disability Program.

Change in 1959 Survivor's Benefit Level

The City provides Level IV 1959 Survivor's Benefits for local safety members. It is understood that there is an increased cost to both the employer (agency) and member (employee) rate. The association has agreed that all employees in the bargaining unit shall be responsible, through payroll deduction, for paying both the appropriate member (employee) rate for this program and any employer contribution which exceeds \$2.50 per month. As of this date, current employee cost is projected to be \$2.00 per month and current employer cost is projected to be \$8.50 per month resulting in an individual employee payroll deduction of \$8.00 per month. These costs may change by implementation date and the then current costs shall be used to determine the accurate employee payroll deduction amount. Please note that the City also provides a Long-Term Disability (LTD) program.

Section 22. Incentive Pay Programs

Historical footnote: Section 22. Was previously titled "P.O.S.T. Incentive Pay" and applied only to sworn personnel.

(a) P.O.S.T. Certification Pay

(1) Three percent (3%) of employees base salary for possession of a P.O.S.T. Intermediate Certificate.

(2) Six percent (6%) of employees base salary for possession of a P.O.S.T. Advanced Certificate.

(b) Educational Incentive Pay

(1) Two percent (2%) for AA or AS degree.

(2) Three percent (3%) for AA or AS degree and POST Intermediate Certificate.

(3) Five percent (5%) for BA or BS degree.

(4) Six percent (6%) for AA or AS degree and POST Advanced Certificate.

(5) Seven and one half percent (7.5%) for BA or BS degree and POST Advanced Certificate.

*incentive pay is calculated on an individual employees base salary. The maximum incentive pay an employee may obtain under Section 22. Incentive Pay Programs is 7.5%. Sections A and B are not to be included together for purposes of determining the level of incentive pay.”

Section 22.1 Tuition Reimbursement (Sworn)

(a) The City will reimburse sworn police officers who have not earned an AA/AS, BA/BS or a Masters degree for the cost of books and tuition at accredited educational institutions. The annual tuition reimbursement credit is equal to two percent (2%) of the top step of the Police Officer’s salary. This credit amount shall be provided and used annually and may not be banked or otherwise accumulated by the employee.

(b) The courses of instruction taken by qualified employees must be job related or taken in pursuit of a degree and the employee must have obtained the prior approval of the department head and the City Manager, if appropriate, prior to taking the course in order to be entitled to the credit.

(c) Qualified employees must receive a passing grade in order to receive reimbursement.

(d) Reimbursement will be made upon submission to the City of written evidence that the employee obtained a passing grade in the approved course.

Section 22.2 Tuition and Certification Reimbursement Program (Non-Sworn)

(a) The City will reimburse the employee for the cost of books and tuition at accredited public educational institutions. Upon approval of the employee’s department head, the City will also reimburse the cost of tuition and materials for the employee to attend an accredited certification program appropriate to the employee’s work. If the course is at a private institution, the approval of the City Manager is required, and the City reserves the right to reimburse only a portion of the tuition.

(b) The courses of instruction taken by the employee must be job related or taken in pursuit of a degree and the employee must have obtained the prior approval of the department head and the City Manager, if appropriate, prior to taking the course in order to be entitled to reimbursement.

(c) The employee must receive a passing grade in order to receive reimbursement.

(d) Reimbursement will be made upon submission to the City of written evidence that the employee obtained a passing grade in the approved course.

Section 22.3 Fitness Incentive Pay Program

The City is agreeable to further discussion and evaluation of a fitness incentive program on a pilot project basis. The City would agree to a maximum incentive pay level of \$50 per month or \$600 per year. Program details to be developed by a joint labor/management committee.

Section 22.4 Bi-lingual Incentive Pay Program

The City is agreeable to further evaluate and develop a two-year pilot program for a bilingual incentive pay program, offering a 2.5% level of incentive pay..

Section 23. Uniform Allowance

Uniform Allowances: It is understood that this uniform allowance is provided for the purposes of employee's compliance with departmental uniform requirements and that it is the responsibility of each employee to be in compliance with the departmental requirements at all times.

(a) Sworn officers and non-sworn personnel of this unit shall receive an annual uniform allowance of seven hundred and five dollars (\$705).

(b) Said uniform allowance shall continue to be paid in a lump sum distribution no later than September 1 annually. The Uniform Allowance shall be increased by the CPI index for the month of February (January CPI Index no longer published for SF) in September 2001, 2002 and 2003 respectively. The CPI adjustment factors shall be the same as used in the salary adjustment language.

(c) The City shall pay the employee's PERS contribution for uniform allowance.

Section 24. Discipline

The City may discharge, suspend, demote, reduce salary, or otherwise discipline any employee for cause including, but not limited to, dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or failure to comply with or violation of the City's reasonable rules regarding safety conduct and operations. Any employee who has been subject to such discipline shall be furnished the reasons for such action in writing with a copy of such letter furnished to the Union.

Section 24.1 Letters of Reprimand Not Subject to Grievance Procedure

Notwithstanding any other provision of this MOU, a Letter of Reprimand issued by the City to any employee shall be handled only in accordance with the provisions of this section, and shall not be subject to the grievance procedure as provided in Section 27.

(a) The employee shall have thirty (30) days within which to file a written response. Such written response shall be attached to, and shall accompany the Letter of Reprimand.

(b) A Letter of Reprimand shall be purged from the employee's work record after retention for a period of twenty-four (24) months or as required by law.

(c) Within ten (10) calendar days after receipt of a Letter of Reprimand, the employee may, in writing, appeal such to the City Manager for administrative review. The City Manager shall, after affording the employee the opportunity to personally meet with him or her, consider the basis for issuance and such written and/or oral objections presented by the employee. Thereafter, the City Manager shall either affirm, rescind, otherwise modify the disciplinary action.

(d) In the event a Letter of Reprimand issued subject to this section is subsequently used to evidence that progressive disciplinary action has been considered in determining the extent of a more severe disciplinary action, such letter(s) with any employee response attached thereto as provided in paragraph (a) of this section, shall be submitted on appeal to the reviewing authority for such consideration as the reviewing authority deems appropriate.

Section 25. Pre-disciplinary Hearings

(a) No regular employee shall be demoted, suspended, or discharged for a disciplinary purpose except in accordance with the provisions of this section; provided, however, that this section shall not apply to suspensions of less than 40 hours.

(b) Whenever the City Manager proposes to demote, suspend, or discharge a regular employee in a case in which this section is applicable, the City Manager shall conduct an informal hearing at which the employee shall have the right to respond to the charges. The City Manager shall provide the employee with written notice of the hearing not less than five days prior thereto.

The notice shall state the nature of the proposed disciplinary action and the reasons therefore. The notice shall also include a copy of the charges and materials upon which the proposed action is based.

(c) At the hearing, the employee shall have the right to present an oral or written response to the proposed action. Thereafter, the City Manager shall determine, based upon such response and the materials upon which the proposed action was based, whether to impose the action initially imposed, lesser action, or to take no action. The City Manager shall promptly notify the employee in writing of such decision.

(d) If, prior to the hearing, the employee presents to the City Manager a written request that the City Manager disqualify himself/herself from conducting the hearing due to bias or prejudice, the City Manager shall assign a designee having no supervisory control over the employee to conduct the hearing. At the conclusion of the hearing, the hearing officer shall recommend to the City Manager the disciplinary action to be taken, if any, and the City Manager shall make a determination and promptly notify the employee in writing of such decision.

Section 26. Suspension

Section 26.1 Suspensions Without Pay

An employee in a classification of employment set forth in Appendices "A" and "A-1" hereto may be suspended without pay for a disciplinary purpose.

(a) A department head shall have the power to suspend a subordinate employee without pay for not more than 40 hours. The department head shall immediately notify the City Manager of the suspension in writing. The City Manager shall have the power to rescind, extend, or reduce the suspension.

(b) The City Manager shall have the power to suspend a subordinate employee for an amount of time the City Manager deems appropriate.

(c) It is the intent of this section to allocate to the department head the power to impose minor suspensions without the approval of the City Manager, but with immediate notice to him/her, to enable the department head to take immediate action to remedy employee misconduct which may pose an immediate threat to the health, safety, or welfare of other employees or to the public at large.

Section 26.2 Administrative Leave with Pay

An immediate supervisor, a department head, or the City Manager shall have the power to suspend a subordinate employee with pay pending

investigation of a matter in which the employee may be involved which may lead to disciplinary action against the employee, or pending consideration of possible disciplinary action against the employee, or where the employee continued presence would, in the judgment of the supervisor, department head, or City Manager, jeopardize the employee's health or safety or that of others. An immediate supervisor making such suspension shall immediately notify the department head, who shall immediately notify the City Manager in writing. The department head or the City Manager may terminate such suspension. A department head making such suspension shall immediately notify the City Manager in writing. The City Manager shall have the power to rescind, extend, or reduce an administrative leave with pay.

Section 27. Grievance Procedure

(a) Definition. A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding during its term, or any provision of the Personnel Rules, or written rules of the Police Department. All ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by this Memorandum of Understanding, the Personnel Rules, or the Police Department rules, are excluded from the grievance procedure, and are not covered by the procedures set forth in this section.

(b) Initial presentation. The initial (first level) presentation of a grievance shall be to the immediate supervisor of the employee claiming to have a grievance. The grievance may be either oral or in writing. If made in writing, the grievance shall comply with the requirement of subsection (c) for a formally presented grievance.

(c) Formal presentation. The formal presentation of a grievance shall be written and shall state which provision of this Memorandum of Understanding, Personnel Rules, or Police Department rule has been misapplied to the detriment of the grievant and shall indicate the redress sought. The grievance shall be signed by the individual or Union presenting the grievance. In the event that more than one individual is alleged to be aggrieved, the grievance may be signed by a duly authorized representative of the Union, in which case the grievance shall indicate the names of the persons on whose behalf it is filed. In the event the person to whom the grievance is presented determines that the grievance is defective on its face, s/he shall reply in writing to the filer within twelve days after receiving the grievance, indicating in writing the specific defects. The reply shall specify that the grievant has twelve days to correct the defects or the grievance shall be deemed to be withdrawn. If the grievance is not corrected within said 12-day period, it shall be deemed to have been withdrawn. This subsection is intended to avoid unnecessary grievances. The failure of an individual to file a grievance in a particular situation does not of itself establish a past practice.

(d) Department head. A grievance which is not settled at the first level may, within twelve days of the decision of the supervisor, be appealed in writing to the department head. If so appealed, the grievance, unless previously formally presented, shall be presented as provided in subsection (c). The department head shall render his/her decision and comments in writing and return them to the employee within twelve days after receipt of the formal grievance.

(e) Power of immediate supervisors and department heads in resolving grievances. In the resolution or decision of a grievance, no immediate supervisor or department head shall modify any procedure or rule within the department unless and until s/he shall have received the written approval of the City Manager. However, the immediate supervisor and department head may interpret and apply existing procedures or rules.

(f) City Manager. A grievance which is not settled at the department head level may be appealed in writing to the City Manager within 12 days of the decision of the department head. Within 12 days after receipt of the appeal, the City Manager shall set a date, which is not more than 12 days from the date of receipt of the appeal, to meet with the grievant and with other appropriate persons to attempt to resolve the grievance. If a solution is not agreed upon, the City Manager shall render a decision within 12 days of the meeting.

(g) Time limits. Grievance shall be filed within 15 days of the incident or occurrence about which the employee claims to have a grievance, except that a grievance may be filed within 30 days of such incident or occurrence if the employee can show that within 15 days of the occurrence s/he did not have actual knowledge of the occurrence or had no reason to know of it.

(h) Representation. The grievant shall have the right at all steps of the grievance procedure to be represented by a person or organization of his/her own choosing; provided, however, that if the grievant is not represented by the Union, s/he shall present to the City a written waiver of his/her right to be represented by the Union and shall hold the Union harmless from any liability to him/her arising from the lack of Union representation.

(i) Effect of a grievance. The making or filing of a grievance shall not prevent the City or any authorized employee of the City from taking action deemed appropriate, nor shall it have the effect of suspending action previously taken, even though the action may involve or be part of the subject matter of the grievance. The fact that a probationary employee has filed a grievance or has authorized the Union to file a grievance shall not be taken into account in any evaluation of his/her work performance. The failure of an individual to file a grievance in a particular situation does not of itself establish a past practice.

(j) Disciplinary matters. In the event an employee feels that a discharge, suspension, or demotion is unjust, the employee shall have the right to appeal the case through the grievance procedure by filing a grievance through the City Manager within 12 days from the date the employee was notified of the action.

Untimely appeals shall not be entertained under the grievance procedure; provided, however, that the City Manager in his/her sole discretion may allow the filing of an appeal of a disciplinary action within 30 days from the date the employee was notified of the action if the City Manager determines that the failure of the employee or his/her representative to file the appeal within the normal 12-day period was the result of excusable neglect or inadvertence.

Upon the timely filing of a grievance, the provisions of subsection (n) through (r), inclusive, shall apply. The discharge of probationary employees shall not be subject to the grievance procedure.

Decisions of arbitrators and adjustment boards on matters properly before them shall be final and binding on the parties hereto, except as provided in this paragraph. The arbitrator and adjustment boards shall only have the power to reduce the discipline imposed if it is determined that the degree of discipline imposed was arbitrarily excessive. Such decision shall not be deemed to have been arbitrarily excessive unless the arbitrator shall have evaluated and made specific findings regarding the following:

- (1) The employee's work record and performance evaluations;
- (2) The employee's prior disciplinary record;
- (3) The seriousness of the conduct for which discipline was imposed;
- (4) The impact of such conduct upon police operations;
- (5) The frequency of occurrence of such conduct;
- (6) The effect of such conduct upon community safety and the safety of fellow officers;
- (7) In the case of discharge, the effect of the employee's continued employment on community safety, safety of fellow officers, and the integrity of delivery of police services;
- (8) In the case of discharge, the effect of the recurrence of such conduct on police department morale;

(9) The likelihood of recurrence of such conduct;

(10) The existence of mitigating factors related to the conduct, which shall be specified.

In making such evaluation and findings, arbitrator shall be guided by prior arbitration decisions, prior court decisions, and the history of prior discipline within the police department.

The decision of the adjustment board or arbitrator is final.

In the event the adjustment board or arbitrator has evaluated the above criteria and has rendered an award with a different level of discipline than that initially imposed by the City, it shall be concluded that the adjustment board or arbitrator has found that the initial discipline was arbitrarily excessive.

(k) Days. The time limits provided herein refer to calendar days.

(l) Waiver of time limits. The time limits provided herein may be waived by the mutual consent of the parties.

(m) Determination of arbitrator or adjustment board. A grievance which is not settled by the City Manager may be appealed in writing for final determination. The written notice of appeal must be filed with the City Manager within 12 days of the date of his/her written decision.

If the grievance is of a disciplinary action consisting of a suspension of less than 30 days (the words “, a reprimand,” deleted on 4/1/87) or another action where there is no discharge, demotion, or reduction in pay, the grievance shall be submitted to an adjustment board comprised of two employee representatives and two representatives of the City. No decision of the adjustment board shall be final and binding without receiving the affirmative votes of at least three members. The parties may mutually agree to submit other types of grievances to the adjustment board.

If the grievance is of a disciplinary action consisting of a discharge, a suspension of 30 days or more, a demotion, or a reduction in pay, or a dispute which involves the interpretation or application of any provision of this Memorandum of Understanding, any provision of the Personnel Rules, or written rules of the Police Department, or a dispute which has been submitted to an adjustment board and the board has been unable to arrive at a majority decision, the grievance shall be submitted to an arbitrator.

(n) Selection of arbitrator or adjustment board. Within 12 days after the filing of the appeal, the City Manager and the grievant shall meet or otherwise communicate to select an adjustment board or mutually acceptable arbitrator,

as the case may be, who agree to serve. Where the matter is to go to arbitration, if the parties cannot agree, a list of five arbitrators will be obtained from the California State Conciliation Service, American Arbitration Association, or some other source mutually agreed upon. If the parties cannot agree on one of the names on the list, each party (beginning by lot) shall alternately strike one name from the list until one name remains, who shall be the arbitrator if s/he agrees to serve. If s/he will not serve, the process shall be repeated until an arbitrator is found.

(o) Decision. The decision of the arbitrator shall be in writing and shall set forth the findings of fact and conclusions on the issues. It shall be submitted to the City Manager and the grievant and shall be final and binding upon the parties.

(p) Changes in Memorandum of Understanding not arbitrable. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable, and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any subject matter arising out of or in connection with such proposal, may be referred to arbitration under this section. Neither any adjustment board nor arbitrator shall have the power to modify this Memorandum of Understanding or written agreements or addenda supplementary thereto, or to establish any new terms and conditions of employment.

(q) Limitation. No adjustment board or arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute falls within the definition of a grievance, as set forth in subsection (a) above.

(r) Costs. The fees of the arbitrator (including any per diem expenses, travel and subsistence expenses), the cost of any hearing room, and the cost of preparing the transcript of the hearing, if any, for the arbitrator shall be borne one-half by the City and one-half by the grievant. All other costs and expenses shall be borne by the party incurring them.

(s) Exclusiveness of remedy. The grievance procedure shall be the exclusive remedy for matters which are grievable thereunder.

(t) All grievances involving or concerning the payment of compensation shall be initially filed in writing with the Chief of Police. In such cases no adjustment shall be retroactive for more than 30 days from the date upon which the grievance was filed.

Section 28. Leaving Work for Personal Business

Employees shall not be permitted to leave work for the conduct of personal business or non-emergency doctor and dental appointments.

Employees may request from their supervisor a rescheduling of work to allow them to go to doctor and dental appointments without loss of accrued leave.

If there is a rescheduling, the employee must still work a full shift. The operational needs of the department shall be the criterion from which rescheduling decisions are made.

Section 29. Safety Equipment

In recognition of Labor Code Section 6401 and Government Code Section 5008.1, the City will furnish to full-time personnel designated as peace officers as defined by Penal Code Section 830.1 (1981 Statutes) the following identified items constituting safety equipment:

1. (1) duty firearm
2. (1) firearm holster
3. (1) equipment belt
4. (1) 37 rounds of ammunition and holder
5. (1) baton and baton holder
6. (2) speed loaders or firearm magazines
7. (1) rain coat and rain pants
8. (1) chemical agent and chemical agent holder
9. (1) knife
10. (1) handcuffs and holder
11. (1) flashlight
12. (1) whistle
13. (1) rain boots (one Pair)
14. (1) black rain cap
15. (1) bulletproof vest
16. Service emblems according to Departmental Policy
17. (1) field utility uniform
18. (1) riot helmet
19. (1) pair of jump boots
20. (1) bicycle shirt
21. (1) pair of bicycle shorts
22. (1) Quick Code (Penal and Vehicle)

Motorcycle personnel only

23. (1) leather jacket
24. (2) breeches
25. (1) pair leather boots
26. (1) pair safety glasses
27. (1) pair leather gloves

Prior to purchasing the above mentioned equipment, the City will meet and confer with the Union to consider recommendations from the Union on quality and brand of such equipment.

Such Safety equipment shall remain the property of the City and shall be subject to such City-adopted specification and operating procedures as deemed necessary by the City.

The wearing of bulletproof vests will be at the option of the employee and the City shall not be responsible for the death or injury attributable to the failure of wearing such vests except as is presently provided by workers compensation law.

Section 30. Loss of Driver's License

(a) An employee whose driver's license is suspended or revoked for a period of six (6) months or less so as to prevent him/her from lawfully operating a vehicle during the course of his/her duties, where operating a vehicle is part of the regular course of employment, shall be suspended without pay or benefits for that period. If the loss of such driver's license is attributable to the use of alcohol or drugs, the employee shall agree to and shall faithfully participate in a counseling and rehabilitation program agreed to by the City to correct the problem, if requested to do so by the City Manager. Failure to agree and to faithfully participate in such a program shall constitute a cause for dismissal.

(b) Any suspension or revocation of the driver's license of an employee for a period of more than six (6) months which prevents him/her from lawfully operating a vehicle during the course of his duties, where operating a vehicle is a part of the regular course of employment, or any failure of an employee to notify the City of any suspension or revocation of his/her driver's license, regardless of duration, shall constitute a cause for dismissal.

(c) If an employee does not have a valid driver's license for reasons other than suspension or revocation of such license, the City may direct the employee to acquire his/her license within the next working day of the Department of Motor Vehicles. All time missed from work shall be deducted from accumulated vacation, holiday, or compensatory time. If the employee does not acquire his/her license within the required time, s/he shall be treated as if his/her license had been suspended or revoked for a period of six months or less.

Section 31. Living Radius

The principal residence of employees shall be located within the counties of Alameda, Contra Costa, Marin, Napa, San Mateo, San Francisco, Santa

Clara, Santa Cruz, Solano, and Sonoma. No grievance shall be permitted during the effective term of this Memorandum of Understanding by any person who may be dissatisfied with the limitation on residency prescribed herein.

Section 32. Disaster Responsibility

When a significant disaster, as defined by the Police Chief or City Manager, occurs in San Bruno, employees in classifications set forth in Appendices "A" and "A-1" of this Memorandum of Understanding shall report to the San Bruno Police station for duty upon notification; provided, however, where a natural or man-made disaster is of such magnitude that a reasonable person would think to respond, no notification is necessary.

Section 33. No Strike

Participation in any job action, as defined in Section 18.1(b)(7) of this Memorandum of Understanding, by an employee pertaining to his/her employment with the City of San Bruno shall constitute an automatic resignation from the position, which position shall be deemed for all purposes to be vacant.

Section 33.1 Patronizing Businesses Subject to Job Actions

The City will make reasonable efforts to avoid obtaining materials, supplies, and equipment from businesses within the City that are the subject of a job action if there are reasonable alternative sources within the cities of Millbrae, San Bruno, or South San Francisco. This will not apply to materials, supplies, or equipment which the City is legally required to obtain from a particular source due to competitive bidding requirements or other contractual obligations. In the event that such items are to be picked up at a place of business which is the subject of such a job action, the City shall refrain from the use of bargaining unit employees to obtain them if other alternatives are reasonably available. In times of emergency, this paragraph will not be applicable. For purposes of this paragraph, "emergency" is defined as an immediate threat to life and property. The Union shall be notified when the "emergency" exception is to be invoked.

Section 34. Attendance

Failure on the part of an employee, absent without leave, to return to duty within 24 hours after notice to return shall be cause for immediate discharge, and such employee automatically waives all rights under the Personnel Ordinance, Rules and Regulations, and this Memorandum of Understanding. Notice shall consist of a letter by registered or certified mail delivered to the last-known address of the employee.

Section 35. Past Practices and Existing Memorandum of Understanding

(a) Continuance of working conditions and practices not specifically provided herein or authorized by ordinance or resolution of the City Council shall not be guaranteed by this Memorandum of Understanding.

(b) Specific provisions of this Memorandum of Understanding shall supersede all existing and prior Memoranda of Understanding between City and the Union, Personnel Rules, Regulations, and Ordinances on the same subject.

Section 36. Negotiable Benefits

The inclusion of certain benefits in this Memorandum of Understanding shall not preclude the City and the Union from meeting and conferring and agreement upon other or substituted benefits in subsequent Memoranda of Understanding.

Section 37. Separability of Provisions

Should any section, clause, or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provisions shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for the provisions rendered or declared illegal.

Section 38. Lunch Break and Rest Periods

Police Clerk I/II's shall be entitled to one (1) fifteen (15) minute rest period in the first half of a shift and a one (1) fifteen (15) minute rest period in the second half of a shift. In addition, Police Clerk I/II's shall be entitled a thirty (30) minute, non-paid, uninterrupted lunch period near the middle of their shift. In case of an emergency, as determined by the department, a Police Clerk I/II may be called back to work. In such case the lost lunch time will be provided later in the shift or overtime if the lost lunch time cannot be provided during the shift. If a Police Clerk I/II leaves the premises for lunch, 15 minutes total travel shall be added to the 30-minute lunch break. Note: Reference to Police Secretary removed.

Public Safety Dispatcher I/II's shall be entitled to one (1) fifteen (15) minute rest period in the first half of a shift and a one (1) fifteen (15) minute rest period in the second half of a shift. In addition, Public Safety Dispatcher I/II's shall be

entitled to a thirty (30) minute, paid lunch period on the premises, near the middle of their shift, subject to immediate response and subject to working a 10 hour shift including the lunch period.

Section 39. Acting Pay

(a) Police Officers*, Public Safety Dispatcher I/II's, and Police Clerk I/II's of this unit who are assigned to an acting supervisor capacity shall receive an increase in pay of five (5) percent, retroactive to the start of the assignment, after completing the following:

Police Officers:	five (5) consecutive hours of duty
Public Safety Dispatcher I/II:	eight (8) consecutive hours of duty
Police Clerk I/II:	eight (8) consecutive hours of duty

*Police Officers assigned to Corporal assignment duty are not eligible for acting pay per this provision, as acting in this capacity is included in 5% Corporal assignment duty.

Section 40. Special Assignment Pay

(a) The following positions shall receive special assignment pay, in the amounts as noted: Detective, Detective Trainee, Corporal, Motor Officer, Support Services Officer, and K-9 Officer - 5% increase in base salary beginning on the first day of the assignment and continuing until the last day of the assignment. For K-9 Officer, the 5% also covers care and maintenance of dog. Field Training Officer and Communications Training Officer - three hours additional pay at the time and one-half rate, for each full week or portion thereof that the trainer is providing training.

(b) In-lieu of any existing practices of compensation, when a Police Clerk II is assigned as a Public Safety Dispatcher I/II for at least one full working day, such employee shall receive a five (5) percent increase to their base salary for those hours actually worked.

Section 41. Permanent Part-Time

(a) Employees occupying permanent part-time positions shall work such hours and schedules as prescribed by the appointing authority.

(b) Permanent part-time employees assigned to allocated positions shall be entitled to sick leave, industrial disability leave, and vacation leave, in proportion to the number of hours of the work week such employee bears to the number of hours of regular work week for employees occupying full-time positions.

(c) Permanent part-time employees assigned to allocated positions shall be entitled to holiday pay in proportion to the percentage of full-time hours worked during the pay period which includes a holiday; e.g., if a permanent part-time employee works 50% of the full-time hours in a pay period, the employee shall be paid for one-half of each holiday falling within that pay period.

(d) Permanent part-time employees assigned to allocated positions who are employed for more than 1040 hours and not less than six months in any 12-month period shall be eligible to participate in the Life Insurance Group Policy.

(e) Permanent part-time employees shall be entitled to medical insurance in accordance with the provisions of Section 20.1 of this Memorandum of Understanding.

(f) All permanent part-time employees in this bargaining unit are included in the City's PERS retirement program for miscellaneous employees.

(g) For purpose of this section, "permanent part-time" shall apply only to the following classifications: Police Officer, Public Safety Dispatcher I/II, and Police Clerk I/II.

Section 42. Direct Deposit

All employees hired after February 28, 2001, shall be paid only via direct deposit into a bank account. Employees shall have thirty (30) days from the date of hire to submit appropriate information to the Finance Department for the processing of direct deposit pay.

Section 42. Resolution of Impasses

In the event that the parties to this Memorandum of Understanding fail to successfully negotiate a Memorandum of Understanding to succeed this one, and either party declares an impasse, the parties shall proceed to mediation pursuant to Resolution No. 1970-20, as amended, and if that procedure does not resolve the dispute, the parties shall proceed to advisory fact-finding, the result of which shall be kept confidential. If the parties are unable to reach an agreement after the conclusion of such fact-finding, the Union shall not be precluded from conducting informational picketing on City premises in accordance with state and federal law; provided, that the Union, its officers, and representatives shall not prevent any City employee from reporting to work.

Section 43. Term

This Memorandum of Understanding, entered into on the 13th day of March, 2001, shall remain in effect for those employees employed in the classifications set forth in Appendices "A" and "A-1" for the period from July 1, 2000 through June 30, 2004, except to the extent that such Memorandum of Understanding may be modified by the parties during such period, and shall continue in full force and effect until either superseded by a subsequent

Memorandum of Understanding or by such other action of the City Council affecting wages, hours, and conditions of employment of the employees in classifications covered by this Memorandum of Understanding.

This Memorandum of Understanding is a compilation of the previous Memorandum of Understanding, with modifications negotiated by and between the parties, and thereafter approved pursuant to San Bruno City Council Resolution 2001-20.

Dated: _____

THE SAN BRUNO POLICE BARGAINING UNIT, REPRESENTED BY THE
PROFESSIONAL AND VOCATIONAL EMPLOYEES DIVISION OF TEAMSTERS
LOCAL 856, IBT

By: _____
Michael McLaughlin, Sr., Secretary/Treasurer
Teamsters Local 856

Michael McLaughlin, Jr.,
Teamsters Local 856

Howard Hoyer, San Bruno Police Bargaining Unit, President (2000)

William Kanada, San Bruno Police Bargaining Unit, President (Current)

Brad Schimek, Police Officer

Marriane Barbero, Police Clerk I

CITY OF SAN BRUNO:

By:

Frank Hedley, City Manager

Steven Rogers, Assistant City Manager

Jim O'Leary, Finance Director

Lee Violet, Chief of Police

Neil Telford, Police Lieutenant